JANUARY, 2009 (New items in red)

IMPLEMENTATION OF SAFETY AND IN-HOME SERVICES QUESTIONS AND RESPONSES

ADDITIONAL SUPPORTS

1. Regarding the "additional supports" requirements in the contract, there has been some discussion that we needed to limit or define the scope of what "additional supports" actually means. Has this been done? If not, are we still planning on doing this? To me, it very clearly means that these supports have to directly impact the youth's ability to go home or stay home. It also is a short term (1 or 2 month payment of something - it needs to be capped), or even a one time event.

   We agree and have discussed that clarification is needed about what is included in "additional supports". We agree with your suggestion regarding direct impact on the child or youth's ability to remain safely at home or return to the home safely as general guidance. "Additional supports" do not include treatment services, for example. We also agree that the support provided within the contract requirement involves a short term support e.g. a deposit to set up a phone line rather than a continued payment for phone service (if the service is related to child or community safety). Written clarification will be provided in the near future. (7/7/08)

2. If there is disagreement who is responsible for purchase of the support service do we proceed with an emergency authorization so as the parent does not loose out on the service, or what is the protocol to come to a very quick resolution?

   No. An emergency authorization from the Department should not be made in lieu of resolution of a difference regarding whether the Contractor is responsible for a support service. Follow the Conflict Resolution process outlined in the Contract. It will be the Departments responsibility to respond quickly. (7/29/08)

3. A better definition of Support Services is needed. We are spending a lot of time debating with the provider debating who is responsible for the expense of a service.

   Additional Supports are truly individualized. The need to work immediately toward agreement and consensus is vital. Contractors and DHHS staff need to evaluate whether the service is directly related to the immediate safety needs of the child. If so, the Contractor is responsible for providing the service. If the service is not needed immediately, but will be needed short of intervention, then the Contractor will seek out assistance such as helping the family apply for Emergency Assistance or negotiating a payment plan with the landlord etc. If the need is ongoing, the Contractor has demonstrated that all efforts to address the need have been made and there are no additional options to ameliorate the need, then DHHS is responsible. (7/29/08)

4. This issue appears to still be loosely defined and interpreted and frankly between this and mileage we are spending an inordinate amount of time on these issues. I am concerned that the families not be caught up in the middle of this and that this does not distract all of us from focusing on the provision of quality services and the outcomes of safety, permanency and well being.

   See Q-3 above. (7/29/08)

5. Under Additional Supports can Drug/Alcohol Counseling be paid for or gas vouchers for parents to attend N/A classes? I don't know the facts of the case but I could get them if you would like them. We also spoke about paying for Lice Treatment under the Additional Supports. Is that possible?

   Guidance for use of additional supports was provided in the July, 2008 Questions and Responses document (Additional Supports, Question #1 and #3). Those responses specifically state that treatment would not be defined as an additional support and that considerations regarding additional supports would be based upon an assessment specific to the child and family served regarding whether or not the support is directly related to the child's safety and whether or not it is a short term support. The guidance previously provided would suggest that Drug/Alcohol Counseling (considered as treatment) would not be considered as an additional support service through the Safety and In-Home Service contracts. In addition, since Drug or Alcohol Counseling is not a service managed by the Safety or In-Home Service Contractors, additional support for a parent or parents to access drug or alcohol counseling is not a responsibility of the Contractor. Regarding payment for Lice Treatment, a determination would be made about whether or not the support is directly related to the child's safety and whether it is a short term support. (8/27/08)

6. We have a youth in shelter (residential safety) who has to go to court which is a 1 1/2 hour trip. The contractor is making arrangements for transport, but would like an authorization for visitation/supervision because they don't feel a 1 1/2 hour trip is "routine" transportation that they have to provide without additional cost.

   Transportation to court is an expected routine for a child placed in a Residential Safety Service and is the obligation of the Contractor. (8/27/08)

7. If a Worker authorizes additional service vouchers, such as clothing vouchers, gas vouchers, will provider be held responsible?

   The Worker should not issue vouchers for additional services related to Safety and In-Home Services. However, if done, this cost is the Department's responsibility and the Contractor will not be obligated to pay. If, however, a provider gets a request for a support to be provided as part of the authorized Safety or In- Home Service, and the request is within the guidelines for additional supports (see page 1, Question # 1 and #3), the additional support

must be provided. If the provider does not believe that the request meets the guidelines, they should follow the process for Conflict Resolution described in the contract on page 13, #3. Service Areas are encouraged to continue to communicate the details of the Safety and In-Home Contracts so that additional supports are processed through the Contracts. (8/27/08)

8. We have been trying to look at the additional supports as an immediate type of need to get the child home or keep them home. When there is an immediate need then the Contractor has been paying. If we have a case where the parents had let bills (utilities, rent, etc.) build up and then they come into the system with these back bills, who would be responsible? There are situations where the child may have been removed and paying the back bills will have not affect on the return of the child because there are other safety issues. But, there are also situations where the parents may be evicted, and this affects the child's return, if the back rent isn't paid immediately. Or the children were initially removed, but could be returned if the back bills were paid. Any guidance/clarification you can give us would be appreciated.

   As identified in Question #3, the need for additional supports should be evaluated based upon whether the support is directly related to the immediate safety needs of the child. More information would be needed to make that determination specific to the situation identified in the question. The Contractor's responsibility for additional supports is based on this assessment. Paying back bills may not be directly related to the safety need of the child that caused the out-of-home safety plan. For example, if an out-of-home placement is the safety plan as a result of physical abuse of the children and that an in-home safety plan could not be developed, but an issue in returning the child relates to paying back bills, the Department would be responsible. However, if an out-of-home safety plan is needed due to neglect of a child and involves a Residential Safety Service and one of the issues involved was that utilities had been shut off, the Contractor would be responsible for the back bills to turn the utilities on. The decision about additional supports should involve linking the additional support need to the safety issue if the Contractor is responsible for the Safety Service. (9/24/08)

BILLING

1. Does the contract allow Contractors to charge mileage over the 25 mi. radius expectation. If yes, at what rate?

   Contracts may only charge mileage over the 25 mile radius related to Residential Care Services and providing transportation to the child's home school. No other mileage costs can be charged to the Department. If the Contractor provides transportation to school beyond the 25-mile radius the rate of reimbursement shall be in accordance with the State of Nebraska's travel expense policies in

effect at the time the expense is incurred. Travel expense policies are found in the State Accounting Manual. As of July 1, 2008, the rate is $0.585. (7/7/08)

2. Is time spent at team meetings billable? Can the contractor bill for each of their workers who are attending if there's more than one? Is there a limit in the total number of hours billed for team meetings per month? (There was a limit in the old contracts.)

   For most services, only time spent in the delivery of the authorized service can be billed. The only exceptions for this are Intensive Family Preservation Services and Family Engagement Services. (7/9/08)

3. If there is transportation outside of 25 miles while a youth is in residential care, at what rate will it be paid? Probably the $.505/mile, but it doesn't say.

   Transportation related to Residential Safety Services may only be charged for mileage over the 25 mile radius when providing transportation to the child's home school. If the Contractor provides transportation to school beyond the 25-mile radius, the rate of reimbursement shall be in accordance with the State of Nebraska's travel expense policies, which are in effect at the time the expense is incurred. Travel expense policies are found in the State Accounting Manual. As of July 1, 2008, the rate is $0.585. Contract Article II - R states: Transportation costs for children and families to receive services and for the Contractor to provide services are included in the Consideration, unless otherwise defined in the Contract. (7/9/08)

4. Can the provider submit a partial billing when they are half-way through the IFP service delivery time?
   No. The Safety and In-Home Services Contract, Section II - Consideration, Item Y, states "The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the provision of service. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid". The provision of service is defined as the conclusion of the service as described in Section II, Item E for Intensive Family Preservation as the unit of service. For Boys and Girls, IFP is defined as "per case", therefore, the conclusion of the provision of service is at the end of the IFP case. The contract does not specify an allowance for payment prior to the conclusion of provision of the service unit as described. (7/29/08)

5. Previous emergency shelter contacts allowed the provider to bill for the day the child moved out, if it was after 12:00 noon. Will this also be done for Residential Safety Services with this new contract?

   To parallel what is done for group home and foster care services, Residential Safety Services should bill for the day the child is placed but not for the day the child leaves. (7/29/08)

6. How important is it to have the correct service area's provider authorized in the new safety contract? We are emphasizing the importance for future authorizations, but I have a few that have already ended that I wonder if we need to change. Specifically, I have two Residential Safety Services authorizations from Agency A that workers completed using the provider's numbers for the two other Service Areas (not ours). The rates are the same, so that isn't the problem. I just wondered if it will cause problems in monitoring, reports, contract $ amounts, or whatever. Do we need to get these authorizations corrected before payment is made under the wrong provider? There's also a respite authorization with the same scenario--authorization was to the wrong provider number. The rate's the same. I just wondered if it needs to be corrected.

   This is very important. We are using N-FOCUS data to send to the ASO to do cost analysis and reporting, as well as performance data measures. The correct provider MUST be identified or it will impact other areas. (7/29/08)

7. We need a clarification on face to face billing for Family Support and Visitation Services specifically. Some providers are being told that this billing process can only begin when familial interaction or session between parent/caregiver begins (not when the youth are first picked up until dropped off)…this has never been the case with these services. Additionally, when youth are taken to "significant family events under the supervised visitation service", when will the billing occur if there would be little to no family interaction (e.g. funeral, court, etc?)…

   Billing can begin when there is a client receiving direct services (even when being transported). Supervised Visitation services would include being with the child at a significant family event. Attendance at Court is NOT an event that should require Supervised Visitation. It is NOT a visit. You may use an Escort if the out-of-home care provider, informal supports, case worker or other DHHS worker are unable to be with the child while the child is at court. (7/29/08)

8. A recent communication stated that time spent in the car with a child is not billable. This creates a significant, financial liability for the Contractor and or the Subcontractor. As you know, better than me, there is a lot of space between towns in the Service Areas (WSA, NSA and CSA). This "interpretation" coupled with the mileage reimbursement stand that is being taken by Central Office, will create a situation where subs will have to drop this service. As you know, most are relatively small operations - they will have no choice but to withdraw. I would offer that there is room in the contract to create a more realistic interpretation. In III. B. 7. e., it states that: "Supervision may also be provided to accompany a child/family to court, to allow a child to participate in family significant events such as weddings, funeral(s), graduations, etc." I believe picking a child up and taking him/her to see their parents, siblings and extended family qualifies under this.

   Time spent in direct client contact is billable. This would include billing for time in the car while transporting a child to a visit. (7/29/08)

9. How is Intensive Family Preservation Services (IFP) billed? Does the Department pay a prorated cost or full cost for partially provided services e.g. when a family fails to participate and the service is terminated early?

   Billing for IFP depends on the model proposed by the Contractor and the rate and unit of payment identified in the Contract. If IFP service is paid at a case rate and the service ends prior to the conclusion of the service as defined by the Contractor's proposal, the Contractor must bill an amount based on the proportion of the service provided. For Contractors whose Evidence Based Practice identifies a range of service time for a case rate, the proration would be determined based on the longest period e.g. if the EBP identifies the service as a 6 to 8 week service and the family fails to participate and the service ends after 2 weeks, payment is at 25% of the unit rate (the proration of 2 weeks of service over a potential of 8 weeks). (8/27/08)

10. Can Contractors bill for attending team meetings?

    It depends on the purpose of the meeting. If the team meeting is facilitated by the Worker and is not part of the provision of a direct service, it is not billable. If, however, the Contractor is conducting a family team meeting and the meeting is directly related to the purpose of the service, e.g. Family Support, the time is billable. (8/27/08)

11. Is transportation to a team meeting billable?

    Again, it depends on the purpose of the meeting but is also dependent on whether or not transportation is specifically allowed by the Contract. If the team meeting is facilitated by the Worker and is not part of the provision of a direct service, it is not billable. If, however, the Contractor is conducting a family team meeting, the meeting is directly related to the purpose of the service, and transportation is specifically allowed by Contract in relation to the service, the time would be billable. (8/27/08)

DRUG SCREENING AND TESTING

1. The Drug Screening and Testing is for youth adjudicated as delinquent or status offenders and the offense is related to substance use. Can we legally drug test status offenders? Many of my staff do not believe that we have that right.

   No, we cannot test status offenders. The RFB service definition for Drug Screening and Testing states: "Drug screening and testing are conducted on youth who are adjudicated as delinquent and their offense is related to substance abuse usage. This service will replaced Urine Analysis services conducted by third parties for youth identified by CFS. Drug screening and testing will be provided at a testing site or sites identified by the Bidder. Youth will be

identified to participate on a random, irregular and rotating basis determined by the Bidder. The Bidder will propose policies and verification of testing results. Verification of testing results will be conducted by the Bidder at the request of CFS. All verification must be conducted by a provider approved and/or credentialed by the Division of Medicaid and Public Health. If a youth is participating in a substance abuse service then DST should be provided as part of the treatment plan and is funded by the Division of Medicaid." This definition is also included in Administrative Memorandum # 9-2008 (7/1/2008), Safety and In-Home Services, page 3, #8, which states "Drug Screening and Testing services monitor the usage of drugs and/or alcohol by youth when they are identified to have a substance abuse problem and education and treatment alone are not successful in modifying their behavior. Only youth adjudicated as delinquent and their offense is related to substance abuse may access this service." (7/7/08)

2. Can we test delinquent or status offender youth with our supplies that we have and NOT go through the Contractor?

   Service Areas can use supplies purchased from the Service Area budget and have staff conduct the tests on delinquent youth rather than using the contracted service. However, testing cannot be done on status offender youth (see Administrative Memorandum # 9-2008 (7/1/2008), Safety and In-Home Services, page 3, #8). (7/7/08)

3. If Drug Screening and Testing through the Safety/In-Home Services contract is limited to only youth
   adjudicated as delinquent and their offense is related to substance abuse usage, would we still make referrals through the Safety/In-Home Services Contract for youth who are adjudicated as delinquent and but their offense is not drug related? Sometimes courts order youth to undergo UAs even though they do not have a history of substance use as a "precaution". Also, sometimes the offense for which they are adjudicated is something completely different than drug usage.

   Referrals to Safety/In-Home providers for Drug Screening and Testing is limited, by contract, for screening and testing of youth adjudicated as delinquent and the youth's offense is related to substance use/abuse. Further clarification will be provided to CFS staff regarding drug testing in other circumstances. (7/29/08)

4. For Tracker, DST &EM services, we are seeing authorizations that are written for 6 months. It was our understanding that there are limited time frames for the initial and subsequent authorizations.

   Time frames for these services are defined within each Contractors service delivery models. Fidelity to the models presented within the service delivery description is part of the contractual obligation. It is important for Contractors to educate staff as to the models used, why there are time frames and to explain

what staff can expect to receive. The Department depends on the Contractor to inform us as to best practice within the services we are purchasing. We do not have any rules or procedures regarding the authorization time frames for these services. (1/28/09)

ELECTRONIC MONITORING/GPS

1. We initially thought that authorizing Electronic Monitoring (EM)/GPS and Tracker at the same time would be a duplication of service. However, the proposal for one of our Contractors does state that youth who have tested "very high" on YLS/CMI may be on both Tracker (level one) and EM. (Our other contractor did not address this issue specifically in their proposal). Though there are differences in the two services, the purpose is the same, to monitor where the youth is. If a youth is on EM/GPS, what more would Tracker offer that could justify overlapping authorizations?

   Electronic Monitoring/GPS and Tracker Services do have slightly different purposes. The sole purpose of EM/GPS is to know where a youth is at all times. The purpose of Tracker Service is to monitor whether or not a youth is compliant with the rules of behavior outlined by their parent/caregiver or by their written Conditions of Liberty and/or case plan developed by the Department. Another way of looking at this is that EM/GPS lets you know where a youth is at all times and Tracker Service will let you know where a youth is (or is not) at the point in time the service is provided and whether or not the youth is compliant with the rules of behavior. Since the use of EM/GPS with Tracker Service is very intrusive, it should only be used in the highest need situations with a plan for terminating EM/GPS and reducing Tracker Service as the youth shows the can be trusted and will comply with the rules of behavior. This is determined by the OJS and consultation should be given by the Contractor. (8/27/08)

1. For Tracker, DST &EM services, we are seeing authorizations that are written for 6 months. It was our understanding that there are limited time frames for the initial and subsequent authorizations.

   See response to "Drug Screening and Testing", Question #4. (1/28/09)

FAMILY SUPPORT

1. Previous Family Support contracts were specific that Family Support rather than Visitation Supervision was to be authorized for visits between siblings who are in different homes. The new contract does not mention it. Should we allow Family Support for sibling visits? Or Visitation?

   You are correct that the previous contract was specific about the use of Family Support for visits between siblings when a parent is not present. With the new

Safety and In-Home Services contract, the decision of whether this is a Family Support or Visitation Service is case specific and should be related to the EBP/PP model being provided and should be based upon the purpose of having someone other than the parent, foster parent, case manager, informal support present during this contact. The Safety and In-Home Services contract defines that Family Support Services are utilized to provide skill development/acquisition to a child's parents or caretakers or to youth who are in need of skill development/acquisition to control their behaviors. So, if a staff person is needed during a sibling visit for one of these purposes, Family Support as teaching/coaching/mentoring should be authorized. However, if the purpose is to accompany children for sibling visits without the presence of the parent, foster parent, case manager or other informal support or for the purpose of assuring safety during a sibling visit in which the parent is also involved, Family Visitation Service would be appropriate. (8/27/08)

2. The previous contract for family support said that "Upon the request of the Protection & Safety Worker, the Contractor agrees to submit a Direct Service Report within 3 working days." I cannot find anything like that in the new contract that requires them to submit interim reports upon the request of the case manager. Example, if a worker has court on the 29th of August, and their last report was the one received on Aug. 15th for July. The worker would like an updated report for August for court.

   I don't know that we have any immediate 'clout'. Subsequent ramifications may occur in that the reputation of the contractor is at risk with workers, court and legal parties. Also, future contracting with the Department may be at risk if persistent problems are identified. Does this answer your question? (8/27/08)

3. The question has come up about whether or not we can authorize FSS at the same time IFP is in the home. I've checked through the contracts and also the Contractor bids. Two of the bids refer to Homebuilders as their model for IFP, so I went back through my Homebuilders training manual & notes. There aren't skill builders in the Homebuilders model and their standard is a single practitioner with team backup. Would FSS be considered "team backup" and be part of the IFP authorization? Or would FSS be a separate service entirely? I guess the bottom line is whether or not we can have FSS in the home at the same time as IFP.

   No, Family Support Services cannot be authorized at the same time as Intensive Family Preservation. The Homebuilders model is built on one person developing, implementing and evaluating the service plan with the family. Other models staff two people, identifying a "therapist" and a "skill builder". All intensive family preservation models focus on skill acquisition of the parents to manage their household. (8/27/08)

4. A subcontractor for a Safety and In-Home Service Contractor has a Family Support Supervisor that does not have a Bachelor Degree. She does not provide Family Support but does supervise their workers and she does do some Visitation

Supervision. The Safety and In-Home Services Contractor's interpretation of the contract is that it does not require the Supervisor of the Family Support Workers to have a degree. The contract says that effective September 1, 2008, all Family Support Services employees must have a minimum of a bachelor degree in a service related field. Does the Family Support supervisor have to have a bachelor's degree?

As you identified, the contract language refers to "Family Support employees" not just Family Support workers. The Supervisor of Family Support workers would have to have a Bachelor's degree. (10/22/08)

FAMILY TEAM MEETINGS

1. Under Permanency & Well-being on page 7, #11 of the contract states "90% of families will have a Family Team meeting within 24 hours of being referred to services." Does this apply to every service? Is there an expectation that the HHS worker will participate/initiate/facilitate these meetings? What is the definition of the family team and what does it encompass?
   This language was intended to convey that the provider will meet with the family and any others whom the family and not intended to mandate staff attendance. The purpose of this first meeting is for the provider to talk with the family about such things as the purpose and goals of the service to be provided, who specifically will be providing the service, and any arrangements for service provision as needed. Staff are encouraged but not required to participate in this meeting. (7/7/08)

2. Can Contractors bill for attending team meetings?

   See response to "Billings", Question #12. (8/27/08)

3. Is transportation to a team meeting billable?

   See response to "Billings", Question #12. (8/27/08)

4. The response to Question #1, states that PSWs are encouraged but not required to attend family team meetings. We think the PSW needs to attend family meetings within 24 hours. How will outcomes be achieved if the worker isn't there?

   We agree that it is preferable for PSWs to participate in critical family team meetings such as the family team meeting held within 24 hours. However, this is not always possible and is not a requirement of the Department at this time. The importance of attendance by a PSW at a family team meeting also may depend on where things are in the case. If, for example, safety cannot be controlled or managed, it may be more critical for the PSW to participate in order to make determinations of changes in the Safety Plan than if the purpose of the family team meeting was for the family and Contract staff providing various services to

the family to discuss how things were working and any changes suggested by either the family or the Contract staff. Information from the latter type of meeting can be conveyed to the PSW by the Contractor. (8/27/08)

5. Are Contractors required to attend family team meetings that they are invited to?

   The Contract does not specifically require Contract staff to attend family team meetings called by the Worker. However, the Contractor's involvement in these meetings is important to the achievement of outcomes for which the Department and the Contractor are responsible as is the Worker's attendance at family team meetings facilitated by the Contractor. (8/27/08)

HOME SUPPORTED SAFETY SERVICES (23:59)

1. If a youth is placed in Home Supported Services for 23:59, and it goes longer than that, do you authorize the 23:59 and then start a residential authorization? How would those transition from one service to another? What if they start in a foster home for the 23:59, and it goes longer, then does the child have to move to a residential facility?

   Home Supported Services should be a planned part of a Safety Plan. The authorization for Home Supported Services should not be for 23:59 but for the specific hours each day and days each week that the service is indicated by the Safety Plan specifically designed to control and manage safety of the child in the home or for community safety. If a specific situation arises that indicates that the Home Supported Plan is not controlling for safety, the Safety Plan should be adjusted. For example, if informal supports serve as part of the Safety Plan and those Safety Plan participants are not carrying out their responsibility, other Safety Plan participants may be located. In another example, if a parent is no longer cooperating with the Home Supported Safety Plan, e.g. will not allow the Safety Plan Participant (or Home Supported Service provider) in the home, an In-Home Safety Plan would not likely be indicated and the Safety Plan should be changed to an Out-of-Home Safety Plan. At this point, a foster placement may be indicated or, in the short term, Residential Safety Services may be provided. Any change in the Safety Plan should include discussion with the family about the change. (7/9/08)

2. For Home Supported Safety Service/23:59, are contractors responsible for picking the youth up to take them to the facility? How would the safety of the worker be assessed in these situations without any information being provided by the youth? Historically, referrals for Residential types of placements don't begin until intake at the facility.

   Safety of Department staff and Contract staff is important. A preliminary assessment by LE and/or the Department will determine if the child can be safely transported by someone other than LE or medical personnel. The Worker

should provide all information available about the situation when calling in an authorization for Residential Safety Service that includes a request for transportation. Who transports a child to a Residential Safety Service may vary case to case. A Worker may be at the child's home and, if an in-home plan cannot be developed and law enforcement removes the child from the home, it may be convenient and appropriate to the situation for the Worker to call in the authorization for Residential Safety Services and directly transport the child to the facility. In other cases, depending on the situation, the Worker may call in the authorization for Residential Safety Services along with a request for the Contractor to transport the child. If requested, the Contractor is obligated to provide the transportation. (7/29/08)

3. What legal authority does Contractor have to pick child up to take to the Home Supported Safety Services/23:59 facility? Is the contractor covered under HHSS' authority?

   The Contractor is covered under the HHSS' legal authority to provide emergency transportation to a safe place. (8/27/08)

4. In situations where the Contractor picks a child up and takes him or her to the facility for 23:59 Safety Service, when can Contractor begin to bill for services?

   The Contractor can bill for Home Supported Safety Service from the point the child is picked up to be taken to the facility. (8/27/08)

5. These questions are in relation to what we do with removal and placement button on N-focus. We had a youth removed late Thursday night under Home Supported Safety. We then negotiated 72 hours crisis respite. So I assume I effect a removal, then show placement at the home that had him for Home Supported Safety and leave this as the placement for the 72 hours even though technically it was respite? This kid will move on Monday to a foster home, we hope.

   Notice to court on 23:59 or Crisis Respite-I mostly ask this questions as in the Eyes of the Child Meetings, we agreed the piece we need to work harder on is letting the court know earlier about those first placements as they have to by statute send notice to the foster home. I also ask as many of the initial temporary orders authorize or direct out of home care, we typically document this in the Placement section and removal. But we don't want it to count against us for Federal placement stuff.

   It would seem to me this 23:59 thing should at times show as a removal and placement on N-focus but times you would not show a removal and placement.

   First Response:
   I am not sure I understand the complete scenario, but Respite is NOT a placement. It sounds like you utilized Emergency Shelter Foster Care. Home Supported Safety is used when the child(ren) are in the parental home.

Removal Date from the home should be the date that the child is placed in an out-of-home care placement, not when Respite Care was utilized. You have to determine if the 72 hours was really Crisis Respite or if it was really Emergency Foster Care. Respite is provided to give the family a temporary 'break'. Respite was not used in this case if there was never any intention of the child(ren) returning home.

Follow-Up Question:
Home Supported Safety on our contract cheat sheet is defined as "a licensed facility when there is an identified child or community safety concern requiring additional support for up to 23 hours and 59 minutes." Then there is a Crisis Respite service that has a 72 hour limit. In this case the child was removed late in the evening by Police and was placed in a Home Supported Safety home, we needed to keep him out of home beyond the 23.59 to complete our assessment, look for family, try to see if we could place with non-custodial etc. So we extended his stay through the Crisis Respite. We concluded in-home safety is not going to work at this juncture and we have no family so today we have to move him to a more permanent setting like foster care. So if I effect a removal on N-FOCUS, how do I show on N-FOCUS where he has been for the last 4 days if it is not through the placement mechanism? I agree respite is not placement and I agree most the time you would not want the 23:59 to reflect placement on N-FOCUS. I could effect the removal the date he was removed by Law Enforcement and then just show placement today-it just seems strange.

I had this issue come up on coverage, where a child was at a 23:59 home/place but I did not know where in N-FOCUS to direct staff to look to reflect that. I eventually found out through several calls, but no button like "placement" to track where the youth is. Perhaps it should just be in narrative.

Follow-Up Response:
From your description it appears the use of both Home Supported 23:59 and Crisis Respite was inappropriate. It appears that law enforcement removed the child(ren) from the parental home and DHHS was either: (1) in the process of determining whether the child was safe or not and, if not, if an In-Home, combination In/Out Home, or Out-of-Home Safety Plan should be implemented; or (2) had already determined that Out-of-Home was going to be the safety plan.

Home Supported Services are used within an In/Out of Home Safety Plan. It appears that you had already decided on an Out-of-Home Safety Plan when you describe looking for family and trying to place with the non-custodial parent. In this case, it appears to me that the child(ren) was placed in an Emergency Foster Home and/or Residential Safety Facility while the safety assessment could be completed and more information for a safety plan gathered. In this case I think that the 'removal' date is Thursday, when LE gave DHHS physical custody. (10/22/08)

6. Can Home Supported Safety Services be used to support foster families?

   No. Home Supported Safety Services are intended to be used to support maintaining a child safely in their own family's home. (10/22/08)

7. Can Home Supported Safety Services be used while a parent is working?

   Child Care, arranged by the parent(s) while a parent is working may be part of the Family's Safety Plan and the child care provider may be considered as a safety plan participant. The safety plan should continue the use the family's current arrangements if at all possible. Home Supported Safety Services should not be used as a matter of course to provide for an on-going child care need. If, however, the situation involves a child determined to be unsafe because of lack of supervision while the parent works, Home Supported Safety Services may be used while the Contractor supports the parent in locating and accessing child care. This may involve referrals to DHHS or support of the parent's use of AccessNebraska to apply for child care assistance. (10/22/08)

8. Can Home Supported Services be used to allow time to locate relative placements?

   In most cases, if the parent is willing to have Home Supported Services within the home, an out-of-home safety service is not necessary. Use of Home Supported Services while locating an out-of-home placement is allowable but should be only necessary in a limited number of situations.

IN-HOME SAFETY SERVICE

1. For In-Home Safety Services, would I be correct in telling the provider that they will not be held accountable for a 2 hour response unless we request response that quickly? The Contract states "The contractor will have staff available to provide services within a two (2) hour response time when requested by a Department staff member." Staff are making referrals for the service knowing that the service may not be needed for a period of time and wanting to give the contractor time to get the services arranged. Our Contractor is being very literal regarding the 2 hour response saying they do not want to accept referrals ahead of the service start as they will not be able to meet the 2 hour timeframe and this will reflect badly in their performance information.

   The operative word in the Contract is "when requested." The 2 hour response time is not from the point of authorization unless requested by the Worker. The Contractor can record and report request times when different than immediately upon authorization of the service. The Department will instruct staff creating Service Authorizations to provide an explanation granting an exception to the 2 hour response time requirement in the 'Description' of the Service Authorization. (8/27/08)

2. There still seems to be a question of whether the caseworker needs to be at the meeting with the provider for the In Home Safety service. Our Contractors thought the CFS Specialist was required to be at such a meeting but we couldn't find it in the contract or Q&A's.

   If this is in reference to the Contractor's requirement to respond to an In-Home Safety Service referral within two hours, the answer is "it depends." The Safety Intervention System policy would require that, once a child has been determined to be unsafe, the CFS Specialist cannot leave a family without a safety plan in place. If the Safety Plan cannot be put in place without the immediate involvement of the Contractor, the CFS Specialist would need to remain at the home until the Contract staff came to the home. However, if another Safety Plan participant can come into the home until the Contractor arrives, the CFS Specialist would not be required to remain at the home (e.g. the child's grandparent is able to come to the home until the Contractor arrives). The written Safety Plan given to each Safety Plan participant and to the family will outline this arrangement. (9/24/08)

3. In the example in #2 above, if the Contract staff person is not the first Safety Plan participant at the home, and, when they come to the home the previous Safety Plan participant is not at the home or there is a issue at the home that causes concern about that Safety Plan participant's ability to control and manage the child or children's safety, what should the Contract staff person do?

   The Contract staff persons' response is dependent on the situation they observe. If there is a present danger in the home, staff should call 911. In other situations, Contract staff should call the CFS Specialist or the Specialist's Supervisor as soon as possible to share the information. If the Contractor is unable to speak to the CFS Specialist or Supervisor and, in reviewing the Safety Plan is concerned that the Safety Plan participant that they have a concern with, may be scheduled back in the home before the CFS Specialist or Supervisor can be aware of and address the concern, the Contract staff should call the Service Area on-call staff following each Service Area's protocol for after hours coverage. (9/24/08)

4. In what circumstances would day care be provided to a family rather than in-home safety services?

   Child Care is a natural option as part of the safety plan if the family is already or could make use of child care in their normal daily activities e.g. child care while the parents work. Child Care may be a safety service if the CFS Specialist assesses the child care provider and determines that they understand the safety threats and have the capacity to keep the child safe from potential abuse or neglect by the parent. At the point where a safety service is not needed 24/7, it may be that the time the child is at child care is a sufficient safety plan and other services through the Safety/In-Home Service Contractor would not be necessary.

In a situation in which the family could be eligible for child care through the Child Care Block Grant, the CFS Specialist and/or Contractor should identify this as a resource for the family and provide information and support to access this resource. Consideration should always be given to using resources that may continue to be available to the family after Safety/In-Home services are no longer required. (9/24/08)

5. Is the following scenario a correct use of the in-home safety service? A youth had run from away from her grandparent's home (she was staying there with her mother and brothers). Due to concerns that she may run again, the DHHS worker and supervisor requested "in-home safety" to be put in the mother's home. There were no allegations of abuse or neglect by the mother. The contractor felt that crisis respite or residential safety would be more appropriate since there were no immediate safety threats and the contract employees cannot prevent a child from running if they chose to. They only thing they can provide is 24 hour awake staff in the home. The contractor did provide the in-home safety for 2 days, which sparked a discussion about whether this was the best service for this type of situation.

   This question was discussed at the Safety and In-Home Services Contractors Meeting on 10/22/08. If a safety threat is not identified, Safety or In-Home Services are not appropriate but a referral should be made to community resources. In cases in which the Safety/In-Home Services provider and Children and Family Services (CFS) Specialist may disagree, the Contractor is welcome to suggest that they both consult with the CFS Specialist's Supervisor. If a conflict continues, the Contractor should use the Conflict Resolution Process. (10/22/08)

INTERPRETERS AND TRANSLATION

1. Who pays for interpreters and translation?

   Safety and In-Home Service providers are responsible for interpreters and translations specific to the services they provide as part of the supportive services required by the RFB as incorporated into the contract. (7/29/08)

2. Interpreting Services—is this the sole responsibility of the contractor; example: Russian is needed on a multi-hour FS case and the costs associated with the interpreting are more than the FS reimbursement; Nuer and Arabic/Dinka individuals are coming back with no BA (but some of them have an AA degree); Or, they have more than 3-points against them on their driving record.

   Yes, the Contractor is solely responsible for locating and paying for qualified interpreters. Qualified interpreters are necessary if the Contractor does not employ staff or when the subcontractor of a Contractor does not employ staff able to communicate in the language of the child or family served. See response to Q-1 above. (7/29/08)

ISSUE AND COMPLAINT RESOLUTION

1. Does the Admin. Memo #6-2008, Documentation of Complaints of DHHS Providers apply to the SIHS subcontractors or to just the primary contractor?

   Administrative Memorandum #6-2008 applies to Safety and In-Home Contractors but would require documentation whether the complaint was related to an issue involving the Contractor's direct staff or a Sub-Contractor of the Contractor. In either case, the complaint is about the Contractor. The narrative should specify if the complaint involved the Contractor's direct staff or a sub-contractor. If the complaint is about the subcontractor, in addition to information related to the subcontractor, additional information should be documented concerning the Contractors' oversight of the subcontractor and their actions/inactions related to the complaint. Narrative should also be added to the subcontractor's organization (if it is on N-FOCUS) with reference to the issue and relating them to the identified service and Contractor. If documentation is not included under the subcontractors' organization, there is potential that one Contractor may terminate their subcontract in one Service Area a Contractor in another Service Area may pick them up. Without access to this information, the Service Area now responsible for approving subcontracts would not have important information to make their determination. (7/29/08)

2. What if the safety plans are not appropriate (based on the sample from the NSIS training manual-these should be standardized State wide, correct?)? This is an initial issue that we are experiencing as PSW's are writing in paragraph form on regular pieces of blank paper. If they are inappropriate or inaccurate and lack important information how are providers expected to monitor safety issues and if we refuse to accommodate under these circumstances- how will this be perceived?

   Please follow the Conflict Resolution process described in the contract on page 13 #3. PSW's should be using the NCR Safety Plan document provided by the Department when completing an initial and ongoing safety plan. If the Contractor believes that the Safety Plan does NOT address the safety issues, the Contractor MUST notify the Department immediately through the Conflict Resolution process. The Contractor also must accept that not all of the family information will initially be presented to them in written form and that In-Home Safety Services, Home Supported Services and Residential Services may need to be provided based on limited information. (7/29/08)

3. Intake of cases: How long do we keep a family if the case manager hasn't sent a referral before it goes back through the provider hotline, also if contact can't be made with a family and we have exhausted efforts is the case ours indefinitely or when can it go back though the provider hotline.

   If the Contractor has not received a Service Authorization within 5 days of the case managers' call to the provider hotline, contact the Service Area Contract

Liaison and institute the Conflict Resolution process. If contact cannot be made with the family after exhausted efforts, the Contractor should formally notify the Department of all such efforts and that the case is closed. When the family is located, the referral process to the provider hotline will begin again. (7/29/08).

4. Timelines on referrals and authorizations and other supplemental documentation (safety plans/assessments, PCA's, case plans, court plans, etc.) on existing established cases.

   The Contractor and Service Area should discuss resolution of referrals and authorizations on existing cases. (7/29/08)

5. How long can we expect before a Worker sends an authorization for a service they've made a referral for through the toll free number?
   The Worker should send an authorization to the contractor no longer than 5 working days from the date of the referral. See Question #3 above for related information. (8/27/08)

N-FOCUS

1. How should the placement for a child who goes to a Residential Safety Service facility (shelter center) be loaded on N-FOCUS? Is the placement the name of the Safety/In-Home Contractor or the specific shelter where the child is placed e.g. a subcontractor?

   The placement should be the actual location of the child (provider) - with payment for the service going to the Lead Agency. (7/29/08)

2. During the transition to the In-Home and Safety contracts, N-FOCUS changed the term "emergency shelter" which included emergency foster homes and emergency shelter centers to "Residential Crisis Service." If we want to have these be two separate/named services then I think we will have to add a new service code for Emergency Foster Care. Can we get a different authorization code for Residential Crisis as a Safety Service through the RFB vs. Emergency Foster Care?

   N-FOCUS will be corrected to provide an authorization code for Emergency Foster Care and a separate authorization code for Residential Shelter. (7/29/08)

PERFORMANCE STANDARDS

1. There appears to be a discrepancy in expected outcomes: On page 7 of the contract, under C.1 Permanency Expectations (6) "75% of families...." And on page 1 of Attachment B - Permanency, it says "95% of families..." Which is correct?

The 75% is correct. A change was made in the Contract, but not in Attachment B. Please make that correction in Attachment B. (7/29/08)

REPORTING AND QUALITY ASSURANCE

1. Will there be uniform report forms to be used by all Service Areas and contractors or will each Service Area be expected to come develop their own? This includes the monthly typed progress report summaries, weekly documentation, monthly reports re: consultations, referrals at discharge, etc.

   Uniform reports are being developed and will be provided by 07/29/08 (pending SA approval of the form(s)). (7/9/08)

2. What does "The contractor must provide a monthly report describing consultation provided based on safety interventions available to the family of child welfare/juvenile services? (III. Scope of Services C. Administrative Standards #8 C.)

   This is a description of the types of consultation provided by the Contractor to the Department or others throughout the month. An example would be a case manager talking with the Contractors consultant about the needs of a specific family to identify the best type(s) of interventions needed. (7/29/08)

3. We need some direction on the reports that are due as far as the format and who they are due to and for some of these when they are due. We are obviously moving forward with these and our own formats, but that will pose a problem on your end when trying to aggregate and look for comparable data.

   More information will be provided at monthly Contractor meetings. (7/29/08)

4. The contract reads that Customer Satisfaction Surveys are to be implemented within 90 days. Is it safe to assume that we are free to design the process and the content? We are proceeding, but before we devote a lot of time to this I want to know if there will be a common required form and format?

   Contractors are being provided with a short list of questions to be addressed in their Customer Satisfaction Surveys. The questions parallel biological parent and foster parent Customer Satisfaction surveys completed in relation to CFS staff. Contractors may include other questions in addition to the required list of questions. (7/29/08)

5. There is a statement in the new contract, "Other special reports may be requested by the Department as mutually agreed upon by both parties." (Page 11, #12). I think most contractors will be willing to submit interim reports, but what if they say they are unable to provide a report on short notice? Are we out of luck? We just want to know if we have any clout in asking for interim reports.

I don't know that we have any immediate "clout". Subsequent ramifications may occur in that the reputation of the contractor is at risk with workers, court and legal parties. Also, future contracting with the Department may be at risk if persistent problems are identified. If a special report is requested but the Contractor does not respond in a timely way, it is suggested that the issue be brought to the attention of the Service Area Contract Liaison for resolution with the Contractor. (8/27/08)

6. Can documents that are password protected that contain confidential information be sent directly using e-mail to and from external sources without violating security protocols rather than going through the SIX system?

   No. The HIPAA Security Rule standard along with the IRS and SSA security regulations require protected information be encrypted during transmission. Password protecting data does not necessarily mean the data is encrypted. We also have a potential problem with password protected files. One of the techniques used by hackers is to hide malicious code in password protected zip files. To address this threat, the state system blocks and automatically drops any password protected zip file at the State's Internet gateway. This has caused some issues and the State Office of Chief Information Officer (CIO) is currently investigating a secure e-mail option to be use by all State Government Agencies. (8/27/08)

7. Is the Monthly Summary Report due the 15th day of the following month no matter when the service begins the month before?

   Yes. (8/27/08)

8. Page 7 of the Contract, Permanency Expectation #6 states that 75% of families referred for Intensive Family Preservation Service will have a contractor/client face to fact contact within 24 hours of the Department referral. Then on page 8, #11, it states that 90% of families will have a Family Team Meeting within 24 hours of being referred for services. Can you define what is meant by these two different expectations? They don't jive. By that I mean, on the one hand, at least 75% of IFP cases need to have face-to-face within 24 hours but 90% minimum of all cases must have a Family Team meeting within 24 hours. Also, please define what a family team meeting is in each of these expectations? My fear is that the Contract says one thing but the practice is something else. We all get into a jam when there are different interpretations. I'd like to see something in writing so we all know what we're doing.

   Measure #11 should have been specific regarding Residential Safety Services. A contract amendment will be completed to make the change. (8/27/08)

9. There appears to be a discrepancy in expected outcomes: On page 7 of the contract, under C.1 Permanency Expectations (6) "75% of families...." And on page 1 of

Attachment B - Permanency, it says "95% of families..." Can you please review and let me know if I am way off or which is correct?

The Contract language was updated, but Attachment B did not get changed prior to receiving signed contracts. A contract amendment will be completed to make the change. (8/27/08)

10. If there are no services provided but there are open authorizations, is a report required (for example, if the parent has been jailed)?
    No. If there are no services provided, no report is required. We encourage the Contractor to work with the case manager to end the authorization if services are not going to be provided and/or to notify Magellan that services will not be provided. (9/24/08)

11. Are discharge summaries required for all cases? Or just "upon request"?

    Discharge summaries are only required upon request of the CFS Specialist. (9/24/08)

12. Report instructions say to mark only one type: Monthly, Weekly or Discharge. However, Q&A said that it's okay with them if the contractor marks more than one. Which is correct?

    More than one can be marked. For example, the report may be providing a monthly summary as well as the discharge summary requested by the CFS Specialist. (9/24/08)

13. "Report date" should be labeled "report period" for accuracy. The report is intended for the time it covers not the day it's reported.

    You are technically correct. However, no change will be made on the report at this time. (9/24/08)

14. Question on the Service Contact Section of the report. Does the Contractor only put something there if there was something significant that happened? What exactly is supposed to be in the "Services Contact Section" (p. 2 of the report)?

    The instructions to the report identify what should be included in the report. Please refer to the DHHS website: Child Welfare and Juvenile Services Contracts/Safety and In Home Contracts/Nebraska Progress Report Instructions. The content of the report is not limited to only significant events. It is a summary of how the family and/or individual are progressing. (9/24/08)

15. On the monthly report, do the contractors have to do a report for the summary of the services AND a report for discharge separately?

The reports can be submitted together within one report. (9/24/08)

16. Is it OK to have a restricted access room to keep case files?

    Yes. It is acceptable to maintain case files in the method described. The Department's interest is to assure that no one, other than those specifically authorized, have access to records. (9/24/08)

17. Is there a prescribed format for the required geomapping?

    No. (9/24/08)

RESIDENTIAL SAFETY SERVICES

1. For Residential Safety Services, are contractors responsible for picking the youth up to take them to the Residential Facility? How would the safety of the worker be assessed in these situations without any information being provided by the youth? Historically, referrals for Residential types of placements don't begin until intake at the facility.

   Safety of Department staff and Contract staff is important. A preliminary assessment by LE and/or the Department will determine if the child can be safely transported by someone other than LE or medical personnel. The Worker should provide all information available about the situation when calling in an authorization for Residential Safety Service that includes a request for transportation. Who transports a child to a Residential Safety Service may vary case to case. A Worker may be at the child's home and, if an in-home plan cannot be developed and law enforcement removes the child from the home, it may be convenient and appropriate to the situation for the Worker to call in the authorization for Residential Safety Services and directly transport the child to the facility. In other cases, depending on the situation, the Worker may call in the authorization for Residential Safety Services along with a request for the Contractor to transport the child. If requested, the Contractor is obligated to provide the transportation. (7/29/08)

2. Authorizations for Emergency Foster Care are coming over as Residential Safety.

   Authorizations for Emergency Foster Care should not be accepted through the toll free number for Safety and In-Home Services. The lack of understanding of the difference between Emergency Foster Care and Residential Safety Service will hopefully lessen as information sessions are provided to CFS staff. Adding to that, is that a change in N-FOCUS resulted in use of the term Residential Safety Service for both the Safety Service of Residential Safety and for emergency foster care. We are working to resolve this so that the Residential Safety Service is only used in N-FOCUS in relation to the Safety Service and not in relation to emergency foster care. (7/29/08)

3. Contracts with Tribal Shelters - I understand that we are still doing a Child Welfare contract with the Tribes for this service. I need to understand why. Any Native American youth not living on the Reservation who is also a state wide and needs shelter care, should fall, I would think, under the new In-Home and Safety Services contract and should be covered by that service areas contract with the primary providers. Therefore, it would be the primary care providers' responsibility to find appropriate shelter care and if that included the shelters in Winnebago and Macy - then the primary care provider would need to subcontract with them. Any Tribal ward going into these shelters would need to be covered with an agreement between that particular Tribe and the shelter. If this is not correct, or if there is more to this than I am seeing, please let me know.

   The decision was made to maintain a State/Tribal relationship in regard to the Tribal Shelters since they are not private entities but are essentially an arm of the Tribe itself. Continuing to pay directly from the State continues a recognition of Tribal Sovereignty. This is something that we could look at in the future but, at this point, we haven't had any discussions with the Tribes about the Safety and In-Home Services bid, bid process bid decisions or authorization and payment process. (7/7/08)

4. What is the protocol when there is an incident of elopement in residential safety, who contacts the HHS on-call and who contacts the individual workers to leave a message. We are hearing different protocols from service area administrators. We would like to have the same process for each area.

   Each Service Area has unique issues. At this time, Contractors will follow the Service Area's protocol for notice in these situations. (8/27/08)

5. What legal authority does Contractor have to pick child up to take to the Residential facility/23:59? Is contractor covered under HHSS' authority?

   The Contractor is covered under the HHSS' legal authority to provide emergency transportation to a safe place. (8/27/08)

6. I don't agree with the answer to Question #1 and don't think the contract requires the Contractor to transport a child to Residential Safety Services. At the July Contractors meeting, there was discussion about checking with Department Legal staff. Has that been done?
   Yes, we have consulted with Department Legal Counsel and are comfortable that our Safety and In-Home Services contract allows for us to require the Contractor to transport a child to Residential Safety Services. (8/27/08)

7. Since the answer to Question #1 is that the Contractor is responsible for transportation to the Residential Safety Service facility, can we begin to bill for Residential Safety Service when the child is picked up?

Yes, Contractors can bill from the time the Contractor picks up the child to take him or her to the Residential facility. (8/27/08)

8. How does one pay for an OJS evaluation shelter care placement?

   If a youth is authorized to receive a community based OJS evaluation and there is a need for shelter care while the youth is evaluation, Residential Safety Service may be authorized. (8/27/08)

9. If a child leaves a shelter on their own accord (in this case runaway) and that shelter decides not to take the youth back, does the PSW need to call the provider hotline to obtain another shelter placement for the youth, or is the contractor who placed the youth in the shelter responsible for locating, placing and transporting the youth to the new shelter placement?

   The Contractor who provided the Residential Safety Service for the child who ran from the facility is responsible for the child's Residential Safety Service once the child is found if the Worker determines that Residential Safety Service is still needed. That Contractor already has information about the child and family and, as defined by the Contract, would have already been responsible for working on education activities if the child is 0-7 years old, or skill acquisition activities for school age youth and would have been providing services to the family. Continued use of the same Contractor provides continuity of services to the child and the family. The PSW does not have to call the provider hotline unless the previous authorization was terminated or expired. (8/27/08)

10. Is residential safety considered a placement? While our goal is to keep change of placement at a minimum, it is sometimes necessary to move youth to another residential safety setting, i.e., if a youth runs, it may be in the youth's best interest to be placed in a more "secure" residential safety setting. Given the limitations on "placements" per the Feds, is residential safety defined as a placement?

    Yes residential safety is considered a placement. One should always consider the best interest of the child regarding any service or placement need and not worry about "the numbers." Best practice will ensure that we meet federal and state performance requirements. If this is a regular issue, you may want to institute some process to obtain more knowledge about a youth's behaviors up front so that the initial placement decision would meet the child's needs or consider adding services/structure for a specific youth in their current placement to meet his/her needs. (1/28/09)

11. We are being asked to place youth in Residential Safety Services that are in other Service Areas. Given the residential safety census across the state, this limits bed availability in adjoining Service Areas, when in fact, beds may be available in the home Service Area. What is our obligation, as contractors, to meet this request?

The question about why a Contractor is being asked to place a youth in Residential Safety Services in another Service Area is a question to ask the CFS Specialist making the referral. A possible response could be that the Residential Safety Service is closer to the child's family or school. Contractors need to educate DHHS staff regarding the appropriate utilization of Residential Safety and assist in quickly engaging the family to determine if the child can return home with other services or be placed with relatives, friends of the family and/or a foster/group home. Utilization numbers need to be reviewed by DHHS as this service appears to be over utilized. The Contractor should evaluate the reasons why the Department is requesting utilization of a provider outside of the Service Area, but ultimately the Contractor can decide to comply outside of any court order.

The other consideration here is whether or not In-Home Safety Services have been recommended as an alternative to Residential Safety Services. Closer attention to this by both the Contractor and the Department would assure that children are not unnecessarily separated from their families and would assure a better utilization of understandably limited Residential beds. (1/28/09)

RESPITE SERVICES

1. Regarding respite service, if the family has a relative or friend who is willing to do respite but wants paid, should we request the contractors to set this up and pay for it, then the contractor would bill us? Or would it be okay for the case manager to simply set it up on NFOCUS and pay the relative/friend direct?

   A worker should not authorize respite services directly to the family friend or relative. All respite care services for families are to be provided through the Safety and In-Home Contracts. A referral should be made to the Contractor and information about the resource identified by the family can be given to the Contractor. It is the Contractors' decision about who provides respite services. The Contractor assures that the respite provider meets criteria and is ultimately responsible for the service provision. If the Contractor uses the family's friend or relative, the friend or relative becomes a sub-contractor of the Safety and In-Home Services Contractor. Use of a friend or relative to provide a service would certainly be viewed as a family centered practice, one of the requirements of the RFB as incorporated into the Safety and In-Home Services contract. (7/3/08)

2. Agency supported foster care contracts can be used for respite care for biological families, as does this new safety contract. ASFC pays $57.36 per day, and in the services contract respite is paid at a different rate (generally higher), depending on the contractor. Which contract would take precedence and how would it be decided?

Agency Supported Foster Care contracts provide respite services only to family foster care homes. Respite Care for biological families should be authorized through the Safety/In-Home Contract. (7/9/08)

3. Does all respite go through the Safety and In-Home services contract including respite care for foster families?

   No. Only respite care for biological/caretaker families is managed through the Safety and In-Home Service Contracts. ALL foster parent respite. ALL foster parent respite is provided outside of the In-Home and Safety Services Contract. (7/29/08)

4. There is some confusion in how Agency Supported Foster Care and Safety and In-Home Services match up. We are getting referrals for Respite Care for children who are in an Agency Based Foster Home. In the past, this service was part of that system - usually provided by other foster parents. Does that service or expectation no longer exist?

   Only respite care for families is managed through the Safety and In-Home Service Contracts. Respite for families who provide foster care through Agency Supported Foster Care contracts are provided respite care through that agency. (7/29/08)

5. Respite came up with a case where a Father needed Respite and the worker wanted to get respite for a weekend. Just wanted to confirm some information: respite can only be used for 16 hours at one time and can only be used 12 times a year. So we can't pay for a child to be in respite for a weekend because it can only be for 16 hours at time and each time you use respite it counts as an occurrence no matter how long it is?

   You are correct that planned respite services are for periods lasting no longer than 16 hours or less at one time (an occurrence of respite) and no more than 12 times per year. Planned respite (as opposed to Crisis Respite) is part of a plan to support resolution of moderate emotional situations. For example, there may be something that triggers a moderate emotional situation with the parent that may further impact a child's safety, e.g. the parent's reaction to a child's behavior when the child returns from visitation with a non-custodial parent. Recognizing what triggers the emotional reaction may lead the parent, worker and provider to identify those times that planned respite would be helpful while helping the parent to better cope with the situation in the future. Planned respite is not the same as day care while a parent works or when a parent wants to do something on their own without the child as all parents do e.g. visit a friend, go to the movies etc. Respite services include work with the family to develop an informal support network for those types of breaks but also to resolve moderate emotional situations. The informal support network then can be accessed by the family once CFS is no longer involved with the family to assure the optimal

opportunity for sustainability once CFS is no longer involved with the family. Families who require a higher utilization of respite services or who experience multiple crises requiring Crisis Respite Services should be assessed for a more appropriate intensity of intervention services. (8/27/08)

6. We have a child living at home and respite care is being provided for dad once a month for 48 hours. There is confusion about how this should be paid. My first thought was it should go through our Safety and In-Home Contract since the child is at home but realized it will be longer than 16 hours…so…does it fall under the Respite as part of the Agency Supported Foster Care Contract? The ASFC contract says respite is provided for youth whose relative caregiver or traditional foster parent requires a temporary break. Does bio parent meet the definition of relative for respite care. Please let me know how this should be paid.

   It is not appropriate or allowable to authorize Respite through Agency Supported Foster Care for the child's father. Respite for families is only available through the Safety and In-Home contracts and is limited to 16 hours per occurrence and 12 times per year. Please see Question #5 for additional comment on determining the planned use of Respite Services to address moderate emotional reactions and to mitigate what triggers those reactions while teaching coping skills. (8/27/08)

7. If family or friend does not want to be paid for respite services, can the Contractor still use them for this service?
   Yes, the friend or family member can still be used to provide this service through an informal agreement between the parents and the friend or family member. The Contractor should communicate with the Worker about this arrangement. The Contractor cannot charge the Department for respite services provided by volunteers. (8/27/08)

8. Who is responsible for background checks on respite care providers?

   The Contractor is responsible for assuring that background checks are completed for respite providers. (8/27/08)

9. Respite is allowed no more than 12 times a year. What is "a year"…calendar year, 12 months from a certain date?

   For the purpose of Respite Services, "a year" is considered 12 months from the date the family first received Respite Services. (8/27/08)

10. These questions are in relation to what we do with removal and placement button on N-focus. We had a youth removed late Thursday night under Home Supported Safety. We then negotiated 72 hours crisis respite. So I assume I effect a removal, then show placement at the home that had him for Home Supported Safety and leave

this as the placement for the 72 hours even though technically it was respite? This kid will move on Monday to a foster home, we hope.

Notice to court on 23:59 or Crisis Respite-I mostly ask this questions as in the Eyes of the Child Meetings, we agreed the piece we need to work harder on is letting the court know earlier about those first placements as they have to by statute send notice to the foster home. I also ask as many of the initial temporary orders authorize or direct out of home care, we typically document this in the Placement section and removal. But we don't want it to count against us for Federal placement stuff.

It would seem to me this 23:59 thing should at times show as a removal and placement on N-focus but times you would not show a removal and placement.

See response to Home Supported Services, Question #5. (10/22/08)

11. If a licensed foster family is used to provide respite for a family, do the children coming in the home for respite count toward the license maximum?

We consulted with Pat Urzedowski, Administrator of the Office of Children's Services Licensing. Children for whom a foster parent is providing respite care, are not considered in the count toward the foster care license maximum. Contractors and foster parents should be aware, however, that there are Department licensing standards for individuals who provide Respite Care Services. We assume that the requirement for a Respite Care License would not apply in most of the situations in which a foster parent is providing respite care for other foster children due to an exemption cited in the Respite Care License regulations. The exemptions are found in Title 175 NAC 15-001.02 and include an exemption for "A person who provides respite care to fewer than eight unrelated persons in any seven day period in his or her home or in the home of the recipient of the respite care."

Foster families or Contractors may contact a Service Area child care licensing staff person or may contact Pat Urzedowski at 402-471-9431 to discuss specific situations. (10/22/08)

STAFF REQUIREMENTS

1. Do all the subcontractors, as well as our agency, need to do background checks on current employees if those checks are current?

During this transition period only, for employees who move from a previous CFS provider to one of the Safety and In-Home Contractors the Service Area may allow the Contractor to verify the staff person's employment with the prior CFS provider. If the prior CFS provider was an accredited agency, background checks would have been a part of the accreditation requirement and the employment with that agency can be accepted as temporary confirmation of an

approved background check. In regard to CPS and APS checks to support the transition only, if the person was an employee of a previous contract provider, the Service Area may check the provider names initially to insure that there is no apparent problem. However, this information cannot be released to the Contractor until a formal check is done in the Central Office which includes the employees signed request to release information regarding the Central Register checks. The Service Area should send the Safety/In-Home Contractors' list of employees who are transitioning to work with the new Contractor, to the attention of Chris Hanus, Child Welfare Unit, and the checks will be expedited. Releases signed by the person to be checked must accompany the request. As a general rule, background checks and Central Register checks should be no more than one year old. Future checks on specific employees would not need to be completed until it is required for licensing, accreditation or contracting. If any background check is more than one year old, another check should be completed. (7/7/08)

2. Is it true that is a FSW is enrolled in a Bachelor's program by 9/1/08 they can do Family Support, and IFP?

   No. Enrollment in a Bachelor's program does not meet the contract requirement for staff doing Family Support Services or if a Bachelor's degree is a component of a Contractor's evidence based practice for any other service. However, Section III, Scope of Services, Item D-1-b Staff Qualifications states "Effective September 1, 2008, all Family Support Services employees must have a minimum of a bachelor's degree in a human services related field". (7/29/08)

3. Our Service Area has received a few written requests for Department Approval of staff of RFB Contractors who have a criminal history background. Should these be forwarded to someone in the Central Office to give this approval, or can the approval be given at the Service Area level? The contract provides us 45 days to respond to these requests.

   The Service Area will make the decision to approve or disapprove these requests. **(7/29/08)**

4. Regarding staff having to have Bachelor degrees - the contract is fairly non-specific about what the degrees need to be in. Apparently, the subcontractors in my area want more specificity on the types of bachelor degrees their staff must have.

   The contract does specific that the Bachelor's degree must be in "a human services field." No further guidance is being provided. However, contractors are required to follow their evidence based models for services and are responsible for outcomes so may want to take that into consideration. (7/29/08)

5. The education requirement (BA/BS in a human services field) for those providing Family Support Services will be possible only if there are severe restrictions placed

on intake. There are not enough people who meet this qualification in the rural and frontier areas of the State. It appears that contractors would have to recruit heavily in those areas. Currently most of those who would be qualified work for DHHS. I don't know that much is accomplished if we recruit staff from one another - it doesn't improve our overall ability to serve all those in need. I would offer that there is another way to meet this need by using existing resources in a different way. Match the previous system for vetting people to serve in this capacity (years of experience plus additional training in child welfare practice) with a specific curriculum (DHHS approved) offered through Nebraska's Community College network. There are six excellent Community Colleges with campuses in 16 communities that are located through out the State. They have a proven record of developing post-secondary education and training programs that are tailored to meet local needs. We need skilled and trained professionals to provide Family Support Services - simply "requiring" a degree isn't going to work.

The Department does not plan to change the requirement for a Bachelor's degree at this time. (7/29/08)

SUB-CONTRACTORS

1. Am I correct in saying that subcontractors can not then subcontract further to another agency? i.e. Contractor A has a subcontract with Agency B. Agency B wants to enter into a sub-sub contract with another provider to provide one of the services. We said they couldn't do that - that any sub contracts had to be directly under one of the lead agencies.

   Yes, you are correct. The provider who provides the service has to be a direct sub-contractor with the Safety and In-Home Contractor. The Contractor cannot allow a sub-contractor to further sub-contract for service provision. (7/7/08)

2. If the contractor subcontracts with an Agency Supported Foster Care provider/child placing agency, are the foster homes affiliated with that ASFC provider consider subcontractors with the subcontractor. I know there was a question answered previously that subcontractors could not subcontract. However, I didn't know if these foster parents would fall into that category.

   No, foster parents who provide Respite Services through a child placing agency will not be considered subcontractors of the child placing agency. (7/29/08)

3. The contract requires that the Contractor notify the Department when a sub-contractor is used. What if a Contractor terminates a sub-contract?

   Although not specified in the Safety and In-Home Contract, Contractors are asked to notify the Service Area Contract Liaison if a sub-contract is terminated. (9/24/08)

TRACKER SERVICE

1. We initially thought that authorizing Electronic Monitoring (EM)/GPS and Tracker at the same time would be a duplication of service. However, the proposal for one of our Contractors does state that youth who have tested "very high" on YLS/CMI may be on both Tracker (level one) and EM. (Our other contractor did not address this issue specifically in their proposal). Though there are differences in the two services, the purpose is the same, to monitor where the youth is. If a youth is on EM/GPS, what more would Tracker offer that could justify overlapping authorizations?

   See response to "Electronic Monitoring/GPS", Question #1. (8/27/08)

2. For Tracker, DST &EM services, we are seeing authorizations that are written for 6 months. It was our understanding that there are limited time frames for the initial and subsequent authorizations.

   See response to "Drug Screening and Testing", Question #4. (1/28/09)

TRANSPORTATION

1. In the past, we had been having a family support session that was fully supervised by a contractor on Wednesdays from 1:00 p.m. to 4:00 p.m. The contractor would pick the child up and transport him to the visit with his mother at the visitation center in Omaha. Because mom has no transportation and lives in Hebron, we had authorized a transportation contractor to transport the mother to and from the visit/family support session. The Safety and In-Home Contractor agreed to provide this transportation tomorrow but said this is not something that they would continuously provide, as it does seem to be part of the RFB service, but it is transporting the parent, which they have never done in the past!

   The scenario poses more questions for us. Why is the youth so far from mom? What is the plan? If the goal is reunification, then the Safety and In-Home Service provider would be responsible for the transportation (although there's no rule that they can't help locate a family friend to transport mom and pay them directly). The Safety and In-Home Service provider should be working with us to try to bring the child and family locations closer together e.g. suggesting in-home or home supported safety services.
   Although transporting mom from Hebron to Omaha for the visit makes sense, if this weren't done, the provider would be required to transport the child from Omaha to Hebron so, essentially, they are responsible for the transportation related to Visitation Supervision. Article II - R states: Transportation costs for children and families to receive services and for the Contractor to provide services are included in the Consideration, unless otherwise defined in the Contract. (7/7/08)

2. In the past we've been authorizing transportation for a mother to go to Omaha for her visits and to receive family support services. We would then authorize the transportation provider to transport the mother into Lincoln on the way back to Hebron to get her psychological evaluation done in Lincoln. Our Safety and In-Home Contractor is stating that they don't think that is a service that they would provide as it is not involved in the RFB services off of the 11 listed services that they are to provide.

   Transportation related to treatment is not part of the Safety and In-Home Contract. It is a Medicaid service. (7/7/08)

3. If transportation is needed for supervised visitation, and a third party provider is utilized to provide the transportation, who is responsible for the payment to transportation provider?

   The Safety/In-Home Contractor is responsible for transportation related to the provision of supervised visitation including payment to a subcontractor if used by the Safety/In-Home Contractor. (7/9/08)

4. Agency A has located an on-line defensive driving course and wants to know if the course would meet contract requirements. They feel it would be much easier and cheaper for the subcontractors to take the course online.

   We consulted with the Nebraska Safety Counsel. While they do not offer on-line courses and state a preference that individuals attend classroom courses, they stated that the National Safety Counsel, recognized for its national expertise in this area, does offer an on-line course for $41.25. It is available at http://www.nscddconline.com/ Completion of this course will be accepted as meeting the Safety and In-Home Services defensive driving requirement. (7/29/08)

5. For those situations where the provider has to transport for long distances, we're hearing that none of the subcontractors will do this for free.

   Whether or not a subcontractor is used and what they are paid is a decision of the contractor. Transportation costs were included in expenditure information provided during the RFB process and the RFB identified that supportive services to accomplish delivery of the services is the responsibility of the contractor. In addition, the contract signed by all parties clearly identifies that "Transportation costs for children and families to receive services and for the Contractor to provide services are included in the Consideration, unless otherwise defined in the Contract." (7/29/08)

6. What if the Contractor, directly or through subcontract, uses a traditional foster parent to transport child and supervise the Visitation? We have for many years told foster

parents that this was part of their responsibility whenever appropriate (we wouldn't ask if the visit was hundreds of miles away)

It is the Contractor's responsibility to secure transportation related to Visitation Services. If foster parents (or volunteer etc) will be providing the transportation for visits, the case manager referring the case for Visitation Services should identify this when the referral is made. If transportation to/from a visit is needed, the referral should include this request and the Contractor is obligated to secure the transportation. (7/29/08)

7. The time and cost of transportation will be major problem. Based on current utilization of transportation services (miles driven and time spent), I would ask that the Department invoke Article II. P. of the Contract. It reads: "The Department reserves the right to revisit rates and utilization and will do so in good faith with the contractor." While I recognize that we are only two weeks into the contract, we already have a number cases that require us to drive children literally hundreds of miles a week for Supervised Visitation Services. According to the current interpretation, neither the mileage nor the time spent in the car with the child are billable. This may not be a serious issue in urban or metropolitan centers, but in rural and frontier areas, it's a major problem. I would like to see allowances made in the contract or its "interpretation" that would factor in the time and distances for services in these parts of the State.

   Time spent in direct client contact is billable. This would include billing for time in the car while transporting a child to a visit. (7/29/08)

8. We received a recent response that time spent in the car with a child is not billable. This creates a significant, financial liability for the Contractor and or the Subcontractor. There is a lot of space between towns in the Service Areas (WSA, NSA and CSA). This interpretation coupled with the mileage reimbursement stand, will create a situation where subs will have to drop this service. As you know, most are relatively small operations - they will have no choice but to withdraw. I would offer that there is room in the contract to create a more realistic interpretation. In III. B. 7. e., it states that: "Supervision may also be provided to accompany a child/family to court, to allow a child to participate in family significant events such as weddings, funeral(s), graduations, etc." I believe picking a child up and taking him/her to see their parents, siblings and extended family qualifies under this.

   See Q-7 above. (7/29/08)

9. Transportation continues to be an issue for all of us, especially for those services requiring long distances. Should we be capturing collectively what we are paying our staff in mileage and are in turn not able to bill for or have built into our rates? Is this an area that can and should be looked at according to section II-P of the contract (“Department reserves the right to revisit rates and utilization and will do so in good faith with the contractor”)?

One month into the contract is clearly too soon to entertain a change in a Contractor's contract rates or "cap". However, when a Contractor finds it necessary to address this, they may request consideration of the change in writing to the Service Area Administrator along with supporting documentation. The Service Area will consult with the Policy Section and additional information may be requested of the Contractor. A recommendation will be made to the Director of the Children and Family Services Division for final decision. (7/29/08)

VISITATION SERVICES

1. We have a child that is currently at YRTC who has visits with his sisters who live in Lincoln. The permanency plan is guardianship with the adult sister. The mother is deceased and the father whereabouts are unknown. The In-Home/Safety Contractor "A" has been providing supervision between the adult sister and the younger sister who is in foster care. The Department has been providing gas vouchers for the adult sister to drive to Kearney as she is a student, does not work and is trying to raise her own 4 children plus taking in her sister and brother. The reason for the supervised visitation between the adult sister and the sister in foster care is the GAL requested that we do drop in services with the family to make sure that things are going ok and the court ordered supervised visitation. When talking to In-Home Safety Contractor "A", they do not feel that they can provide gas vouchers because they are not supervising that visit. So the question is who is responsible in providing gas vouchers?

   Supervised visitation, by policy, is supervision of a visit between a parent and their child for the purpose of supporting a case plan of reunification and is not a service intended to be between a potential caretaker and a child even if the potential caretaker is the adult sister of the child. While this is a service we may have objected to in court or appealed after the court order, in order to comply with the court order it is acceptable to have authorized the service through the Safety and In-Home Services contract. In regard to the adult sister's visit with her brother at the YRTC, since the visits are not supervised, the In-Home/Safety Services Contractor is not responsible for providing for the gas vouchers as a "support service" connected to the supervised visitation between the adult sister and the sister in foster care. (7/3/08)

2. If Agency Supported Foster Care (ASFC) staff or foster parents provide transportation for visits, their contracts allow those providers to bill for transportation outside of 25 mile radius. The services contract has transportation to supervised visits included in the supervision rate. Who would ultimately be responsible for providing the transportation…the ASFC provider or the services contractor? If the ASFC provided transportation, would they bill HHS for the mileage or the contractor?

Transportation necessary to provide the authorized service of "Supervised Visitation" is the responsibility of the Safety/In-Home Services Contractor and is part of the rate for that service. Who provides the transportation is the decision of the Safety/In-Home Services Contractor. The Contractor may choose to do the transportation within their agency or may subcontract for transportation. All contract requirements related to transportation must be met whether transportation is provided directly by the Contractor or through the Contractor's subcontract.

As of July 1, 2008, the Agency Supported Foster Care Contracts do not specify an allowance for transportation costs associated with Supervised or Unsupervised visits. The ASFC contract allows for billing of transportation over the 25-mile radius if they are providing transportation to community services. (7/9/08)

3. Is it correct that Visitation rates only kick in when there is an actual visit and transporting the youth to and from the visit is at no charge to DHHS? If so, this is different than our past contracts where face to face started when they picked up the youth and ended when they dropped off the youth.

There is no additional charge to DHHS for transportation to and from Visitation Services. However, the service cost for the face to face time is billable from the point a child is picked up to the time they are dropped off. (7/29/08)

4. What is the limit on number or types of participants when doing visitation/supervision? At times the worker is being asked to supervise extra members such as aunt, uncle, family friend, grandma, grandpa, etc.

No limit is identified in policy or contract. The purpose of Visitation/Supervision Services is to supervise the **interaction between a child(ren) and his/her parent(s) as part of a Safety Plan and/or court order. However, in keeping with the philosophy of Family Centered Practice, it would not be inappropriate to allow for other family members to participate in a visit. The Visitation Supervision worker is not supervising family members, but rather, the interaction of the child with the parent or parents. If there are multiple children and/or the visit involves multiple adults, and more than one Contract staff person is needed to supervise the visit in order to assure safety of children or in order to best observe the parent/child interactions, the Contractor is responsible for the additional staffing but the service is billed as a single visitation service rather than multiple services because of the additional staff person. If the number of family members participating in a visit, significantly detracts from the child and parent interaction, the Contractor should consult with the CFS Worker. (8/27/08)**

5. Can Contractors get a copy of a child's/family's visitation plan?

   Yes. Although not specified in the contract, if the Contractor is providing Visitation Supervision, the Contractor should be given a copy of the Visitation Plan. (9/24/08)

6. Section III, B, 7b. (Supervised Visitation): "Supervision...when a child not removed...to allow for one parent to interact with the child." The question has arisen about when the child isn't removed, does the contract allow for the Contractor to be in the home to supervise and observe the child with the in-home parent? Or does this section refer only to the other, possibly out-of-home parent when they are there to visit? For example, a child isn't removed, and evenings are the issue e.g. arguments, chores, bedtime, etc. Could a supervision worker come into the home for the evening to observe and supervise? It wouldn't be in-home safety if safety isn't the issue. If they are only observing and supervising, it wouldn't really be family support. So could it be supervised visitation?

   Use of Supervised Visitation when a child has not been removed from the home was specifically intended for visits between a child and parent/caretaker who does not live in the home. It is a Safety Service. For example, supervision of a visit between the non-custodial parent if safety is documented as a concern or supervision if the maltreating adult moved out of the home and supervision is needed to assure safety of the child. If the purpose of the service, in the example you give, is to observe the child and parent interactions regarding arguments, chores, bedtime etc. the appropriate service would be Family Support. Family Support is a Change Service. The Family Support worker would be there to observe how the parent handles the situation and then teach alternatives, if necessary, praise etc. (10/22/08)

MISCELLANEOUS

1. Please explain the differences between supervision in home vs. in-home safety service vs. respite care in home. How will each one be defined different from the others? They seem to overlap somewhat and it's unclear to me when you'd authorize one vs. the other.

   There is not a service entitled Supervision In-Home. There is a service entitled "Supervised Visitation". You may be talking about the difference between In-Home Safety Service, *Home Supported Safety Service,* and Respite. Both In-Home Safety Service and Home Supported Safety Service are Safety Plan Services and are about controlling and managing for safety when a child has been identified as "unsafe". These services, along with out-of-home care, are alternatives as part of the Safety Plan as defined within the Nebraska Safety Intervention System. In-Home Safety Service, as is clear by its title, provides for the supervision of the child in the family home. Home Supported Safety Service

provides supervision of a child or children to support the family when there is an identified child or community safety concern. This service is referred to in the Nebraska Safety Intervention System as part of an In-Home/Out-of-Home Safety Plan. Respite Service, on the other hand is a change service and should be a strategy, as part of a more comprehensive case plan, focused on reducing or eliminating the identified safety threat. (7/9/08)

2. Do the new Agency Supported Foster Care (ASFC) contracts still include emergency foster care services?

   Yes, the ASFC contracts include Emergency Shelter Foster Care. (7/29/08)

3. Standardization across service areas with DHHS administration—can we expect it to occur?

   More specific information is needed to respond to this question. Please provide examples in which issues are handled differently between Service Areas. (7/29/08)

4. In-Home Safety Service being used outside the family home; can the services be adapted to fit what the CM/Supervisor wants for their family? What if these requests compromise the providers' outcomes?

   More specific information is needed to respond to this question. What Safety Service is being used? What adaptation is being requested? (7/29/08)

5. When we have a need for services outside of our service area, do we (1) contact our service area contractors to find the service, or (2) contact the contractors in the service area where the service is to be provided? If the same contractor is in both service areas, and the rates differ, would we authorize at the local contractor's rate, or the contractor's rate in the other service area?

   When a service is needed outside the case management Service Area, the referral is still made to the Contractor serving the case management Service Area. It is their responsibility to provide or subcontract for the service regardless of the location of the service. The Contractor may, for example, subcontract with another Safety/In-Home Services Contractor in the area in which they need to provide service. (7/29/08)

6. When in home safety services are needed but the case is out of another Service Area which provider is responsible? For example, a kid living in the NSA needs tracker services and the case is out of the ESA.

   See #5 above. In the example provided, if the case management is with the Eastern Service Area, the a Contractor for the Eastern Service Area would be

responsible for securing services regardless of where the service is delivered e.g. in this case, services to the child living in the Northern Service Area.(7/29/08)

7. We are dealing with issues when a youth is out of the Service Area or their family is and case management is still in the Service Area we serve or a youth is placed in our Service Area from another part of the state. For efficiency and equitable services I believe we should sort this out collectively with DHHS Central Office, Service Areas and the five lead agencies instead of on a case by case basis.

   Contractors are responsible for all services for children and their families when the case management is the responsibility of the Service Area which they are under contract to serve. The Department has specific policy on the transfer of case management. If case management transfers, responsibility for Safety and In-Home services should be transitioned to the Contractor serving that Service Area.

8. While the services have just been in place for two weeks and it is hard to know what to anticipate on the long term, with current utilization we would project that the current cap will be inadequate to meet the needs of those needing to be served. It seems that we need to know now and identify how we will address utilization and the management of the services so that the issues around the cap can be managed.

   Two weeks is clearly too soon to entertain a change in a Contractor's contract "cap". However, when a Contractor finds it necessary to address continuation of services due to a projection that utilization will cause them to reach it's cap at a date earlier than the end of the contract, the may request consideration of an increase in the cap in writing to the Service Area Administrator along with supporting documentation. The Service Area will consult with the Policy Section and additional information may be requested of the Contractor. A recommendation will be made to the Director of the Children and Family Services Division for final decision. (7/29/08)

9. It would be convenient to have a site of some sort accessible to the lead agencies and DHS where an ongoing list of contract interpretations are posted so that they are all in one spot and not in e-mails that are going to some individuals and service areas, but not to all entities. We could provide a contact person at each of the lead agencies that would receive an e-mail notification of when a new interpretation was added to the list.

   We appreciate this suggestion and plan to provide web based access to Q & A documents in the near future. Information will be provided to Service Areas and Contractors when the site is available. (7/29/08)

10. Can Intensive Family Preservation and other services under the Contract be used to provide support to adoptive families?

If a child and family come to the Department's attention, following finalization of an adoption, as a result of a Safety Assessment or the youth having been made an ward of the Office of Juvenile Services, the family would be treated in the same way as a child's biological family and Safety/In-Home Services may be provided. In-Home/Safety Services contracts, however, cannot to be used to provide services prior to adoption finalization. (8/27/08)

11. Can HHSS staff do State Patrol checks for placement?

HHSS staff can do State Patrol checks: 1) when the service provider is a licensed agency; and 2) the home of friend or family is being used as an emergency placement. (8/27/08).

12. Can you provide us with the list of the 4 questions referenced in the 9/24/08 Contractors' meeting related to safety? This would be a helpful guide to incorporate how SESA works with staff and providers.

The Safety Analysis for Safety Plans includes the following four questions in determining whether or not an in-home safety plan is an option:

a. **Does a home exist that ca be expected to be occupied for as long as the safety plan is needed, and do the parents/caregivers live their full time? (Cars, shelters, hospitals, treatment centers or other temporary or transitory living arrangements do not qualify as a home).**
b. **Is the home environment calm enough for services to be pr9ovided and for the service provider(s) to be in the home safely?**
c. **Are the parents/ caregivers willing for services to be provided and will cooperate with service providers?**
d. **Are there sufficient resources within the family or community to perform the safety actions, tasks, or services necessary to manage the identified safety threats?**

These items are included on the Safety Plan given to the parent(s) and to safety plan participants. If the answer to any of the questions is "no", an in-home safety intervention is not an option at that time. Staff is asked to provide justification for any items answered as "no."

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Additional information and direction given to CFS Specialists in determining whether a Safety Plan should be in-home, an in-home/out-of-home combination or out-of-home, can be found in our Nebraska Safety Intervention System policy. The policy can be found in one of the RFB Appendices. Go to the DHHS website/Children and Family Services. Under Landry's picture double click "Child Welfare and Juvenile Services Contracts". From that page go to "Safety and In-Home Contracts" and find "Contracted RFB Requirements for Safety and In-Home Services". From that page go to "Appendix Information-Nebraska Safety Intervention System (NSIS) - Safety Assessment" and additional information on this topic can be found on pages 39 and 40. (9/24/08)

13. We have a limited pool of providers in rural areas. If we receive a referral and the family doesn't want to work with the subcontractor, what do we do?

    The Contractor is obligated by contract to provide all services. If a family does not want to work with a specific subcontractor, the Contractor would need to resolve whatever issue may be causing that decision or the Contractor will need to provide the service directly or locate another subcontractor. (10/22/08)

14. There are a lot of folks within the system and subcontractors that are not on the SIX System. Is there an expectation to use SIX? If it is, is there the same expectation for ICCU staff?

    Yes, there is an expectation for all DHHS staff and external providers under contract with DHHS to use the SIX system (Secure Exchange) when communicating confidential information over the internet. Failure to do so is a violation of the Safety and In-Home Services Contract (Section V-General Provisions, Subsection F-Confidentiality) and of Item 47 of the RFB, incorporated as part of the Contract (The Bidder will develop and implement a secure process for sharing safety services information to CFS) and may be a violation of the Contract based upon reference to confidentiality contained in the Contractor's Bid. If Contractors experience any difficulties in accessing the SIX system, or in receiving communications from DHHS staff through the SIX system, the Service Area Contract Liaison should be contacted. Work is underway to develop a "portal" for limited access by contractors which may provide a more accessible method of communication of confidential information. (10/22/08)

15. Is there any way adjustments can be made to attach more than one file at a time when communicating on the SIX system?

    The Department will explore options. Contractors identified that they have transmitted files using "zip" files or by sending a disk or flash drive. (10/22/08)

16. When a child is placed on a 48 hour hold, who is responsible for the first payment?

    A 48 hour hold involves law enforcement taking a child from a parent or caretaker. If law enforcement places the child in DHHS custody for that 48 hour period, the Department is responsible for costs of services during that time. (10/22/08)

17. In the case of 48 hour holds, is the Department still responsible if the case is dismissed when it goes to court within the 48 hours?

    The Department is responsible for the cost of services during the time a child is in the Department's temporary custody.

18. In the case of a 48 hour hold, what if the County Attorney drops the case within 24 hours.

    In this situation, the Department no longer has legal authority for the care of the child and the Department is obligated to assure that the child is returned to the parent(s). (10/22/08)

19. Our Service Area Children and Family (CFS) Specialists are saying that a child on 48 hour hold is not a ward of the Department. Is that correct?

    That is not correct. A child placed in the Department's custody based on a 48 hour hold is considered a temporary ward of DHHS. (10/22/08)

20. Is there any way that the attestation process with the ASO can be based on any identifying information other than the authorization number, i.e. master case number or client ID? If a CFS Specialist issues a new authorization vs. updating an authorization when a service needs to be continued, this requires a new attestation. This is a cumbersome process.

    The Service Authorization number must be used in the attestation process. This number is generated to indicate that the service, provider and client are actually authorized to receive, bill and get paid for a service. We understand your dilemma and will continue to inform workers to UPDATE continued authorizations as opposed to creating 'NEW' authorizations. (1/28/09)